**1060 NW Saltzman Road Portland, OR 97229 503-644-8001**

**www.villagegalleryarts.org**

# INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, between Village Gallery of Arts (hereinafter referred to as the “VGA“), located at 1060 NW Saltzman Road Portland, Oregon 97229, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the "Contractor"), located at;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The parties hereto agree as follows:

1. **Services to be Rendered.** The Contractor agrees to perform the following services for VGA:

If needed, a list of procedures, diagram, or plan for the services shall be attached to and made part of this Agreement.

1. **Schedule**. The Contractor shall complete the services pursuant to the following schedule: The instructor will determine type of class to be taught and method of teaching. Instructor will determine class schedule and type of resources to use in order to teach the class. Instructor will determine the minimum age requirement for students taking the class, and will set their own teaching fee.

1. **Fee and Expenses.** VGA shall pay the Contractor as follows:

The Contractor (Instructor) shall pay VGA upfront fixed fees (classroom rental, advertising fee, and administrative fee) prior to start of class. In addition, the instructor must pay remaining balance of rent and any money above and beyond those sums to reach 30% of class/workshop revenue. Refer to Explanation of ***VGA Instructor Payment Policy*** for more information.

1. **Payment.** Payment checks are generally mailed two weeks after the last day of a class or workshop provided the class/workshop is held and invoice/class registration forms are promptly submitted to the Treasurer. The agreed upon 30% of total revenue including any outstanding rent balance beyond the 30% is collected by the VGA.

1. **Cancellation.** In the event of cancellation due to unforeseen circumstances or enrollment below the preestablished minimum number of students, VGA shall reimburse the student the amount paid for the class. The instructor upfront fixed fees are non-refundable under all circumstances, even in the event that the class is cancelled.

1. **Warranties**. The Contractor warrants as follows:

1. The Contractor is fully able to enter into and perform its obligations pursuant to this Agreement.
2. All services shall be performed in a professional manner.
3. If employees or subcontractors are to be hired by the Contractor, they shall be competent professionals. **(D)** The Contractor shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes, workers’ compensation, F.I.C.A., and unemployment taxes for the Contractor and its employees. The Contractor will provide all information required for submitting annual Form 1099 of earnings.

**(E)** Any other criteria for performance are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Insurance.** The Contractor shall maintain in force the following insurance:

\_\_\_\_n/a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Relationship of Parties.** Both parties agree that the Contractor is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between VGA and the Contractor. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship.

1. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party hereto.

1. **Arbitration.** All disputes shall be submitted to binding arbitration before \_\_\_\_\_n/a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the following location \_\_\_\_n/a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than $\_\_\_n/a \_\_\_\_ shall not be subject to this arbitration provision.

1. **Background Checks.**  Any instructor applicants working with children under the age of 18 must consent to and pay for a background check/criminal records check

1. **Miscellany.** This Agreement constitutes the entire agreement between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that oral authorizations of additional fees and expenses shall be permitted if necessary to speed the progress of work. This Agreement shall be binding on the parties, their heirs, successors, assigns, and personal representatives. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have signed this as of the date first set forth above.

Village Gallery of Arts

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory, Title

Contractor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_